

2-252A035

Taylor, Morell & Gitomer

September 8, 1992

Suite 210
919 18th St., N.W.
Washington, DC 20006
(202) 466-6530/FAX (202) 466-6528

Suite 230
310 Golden Shore
Long Beach, CA 90802
(310) 436-2519/FAX (310) 436-5393

RECORDATION NO. 12511-A FILED 1425

SEP 8 1992 -2:20 PM

INTERSTATE COMMERCE COMMISSION

SEP 6 2 12 PM '92
HOTEL

Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed an original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is a Notice of Termination of Lease of Railroad Equipment, a secondary document, dated September 1, 1992. The primary document to which this is connected is recorded under Recordation No. 12511. We request that this notice be recorded under Recordation No. 12511-A.

The name and address of the party to the notice is as follows:

Lessor:

GATX Third Aircraft Corporation
Four Embarcadero Center
Suite 2200
San Francisco, California 94111

A description of the equipment covered by the agreement consists of 30 railroad tank cars, with the following numbers: GHRX 170, 181, 184, 191, 197, 211, 218, and 221-243, inclusive.

A fee of \$16.00 is enclosed. Please return the original to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

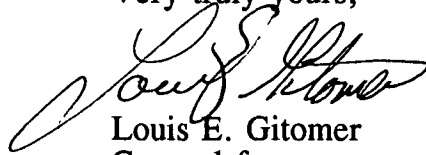
C. A. Taylor
Genie S. Holzner

Honorable Sidney L. Strickland
September 8, 1992
Page 2

A short summary of the document to appear in the index follows:

Notice of Termination of Lease of Railroad Equipment, a secondary document, dated September 1, 1992, by GATX Third Aircraft Corporation, Four Embarcadero Center, Suite 2200, San Francisco, California 94111, covering 30 railroad tank cars with the following numbers: GHRX 170, 181, 184, 191, 197, 211, 218, and 221-243, inclusive.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", written over a horizontal line.

Louis E. Gitomer
Counsel for
GATX Capital Corporation

LEG/jsh

Attachments

9/8/92

Interstate Commerce Commission
Washington, D.C. 20423

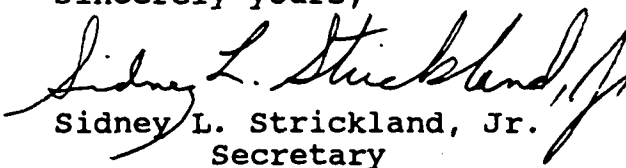
OFFICE OF THE SECRETARY

Louis E. Gitomer
Taylor Morell & Gitomer
919 18th Street N.W. Suite 210
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/8/92 at 2:20pm, and assigned recordation number(s). 12511-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

NOTICE OF TERMINATION
OF
LEASE OF RAILROAD EQUIPMENT

REGISTRATION NO. 12511-A FILED 1423

SEP 8 1992 -2 20 PM

INTERSTATE COMMERCE COMMISSION


Under a Lease of Railroad Equipment (the "Lease") dated as of November 24, 1980, Good Hope Refineries, Inc. ("Good Hope") leased 30 railroad tank cars, described in Attachment A, from GATX Third Aircraft Corporation ("GTAC"). GHR Energy Corp. ("GHR Energy") is Good Hope's successor-in-interest in the Lease.

By certified letter dated December 21, 1982, GTAC notified GHR Energy that it was in default under the Lease. By certified letter dated January 24, 1983, Attachment B hereto, as of January 24, 1983, GTAC terminated the Lease to GHR Energy, pursuant to section 10 of the Lease, and GTAC directed GHR Energy to delivery possession of the cars to GTAC.

Pursuant to actions of GTAC and GHR Energy, the Lease terminated on January 24, 1983.

IN WITNESS WHEREOF, GTAC has caused this Notice of Termination of Lease of Railroad Equipment to be executed the 1st day of September, 1992.

GATX Third Aircraft Corporation

By: 
Its: VICE PRESIDENT

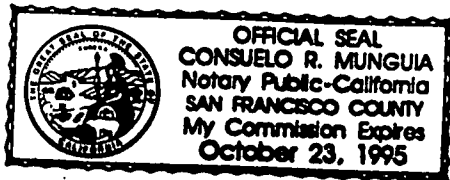
Attest: 
(Seal)

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On September 2, 1992 before me Consuelo R. Munguia, the undersigned Notary Public, personally appeared John B. West, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of GATX Third Aircraft Corporation and acknowledged that he executed it.

Witness my hand and official seal.



Consuelo R. Munguia
Notary Public

ATTACHMENT A

Thirty Railroad Tank Cars described as 33,885 Gallon, LPG "1125 Type" Tank Cars with the following road numbers: GHRX 170, 181, 184, 191, 197, 211, 218, and 221-243, inclusive.



ATTACHMENT B

GATX LEASING CORPORATION
FOUR EMBARCADERO CENTER
SAN FRANCISCO, CA 94111
415/955-3200
TELEX 171094

January 24, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

GHR Energy Corp.
916 West Airline Highway
120 Mallard Drive
St. Rose, LA 70087
Attn: Treasurer

Re: Notice of Termination of Lease of Railroad Equipment

Gentlemen:

Reference is made to the Lease of Railroad Equipment dated as of November 24, 1980 (the "Lease") between GHR Energy Corp. (formerly Good Hope Refineries, Inc.) as Lessee ("GHR") and GATX Third Aircraft Corporation as Lessor ("GATX") covering 30 railroad tank cars (the "Cars") as more fully described in Schedule A to the Lease.

By certified letter dated December 21, 1982, you were notified that GHR was in default under the Lease due to its failure to make rental payments as required by the Lease. At that time, GATX made demand for immediate payment of all amounts in default and notified you that if said amounts were not received by January 3, 1983, it would pursue its rights and remedies under Section 10 of the Lease.

As of this date, GHR remains in default under the Lease in the aggregate amount of \$94,151.82. This sum includes delinquent rental payments for November, December and January of \$85,856.01, and unpaid late charges of \$8,295.81. Late charges will continue to accrue, from January 24, 1983 at the rate of \$14.31 per day.

We hereby notify GHR of the following:

1. By reason of GHR's continuing default under the Lease, GATX hereby terminates the Lease pursuant to Section 10 thereof, effective on the date hereof, namely, Monday, January 24, 1983 (the "Date of Termination").

2. GHR is directed to deliver possession of the Cars to GATX, or its agents, in accordance with, and in the condition required by, Section 11 of the Lease. GATX will notify GHR separately to designate the specific location to which the Cars are to be delivered.

GATX LEASING CORPORATION

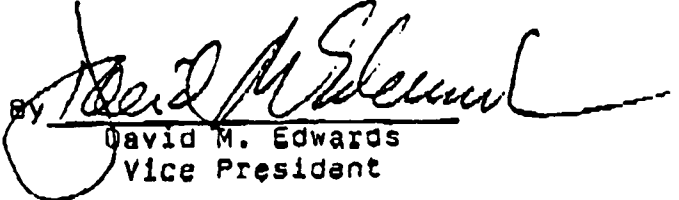
GHR Energy Corp.
January 24, 1983
Page 2

3. As stated in our December 21, 1982 letter, GHR will also be liable under Section 10 of the Lease for any deficiency resulting from the sale or re-lease of the Cars by GATX, plus costs and attorneys' fees incurred by GATX in repossessing and making an appropriate disposition of the Cars.

This notice of termination shall in no way limit the rights of GATX to pursue other remedies available to it under the Lease, or otherwise.

Sincerely,

GATX Third Aircraft Corporation

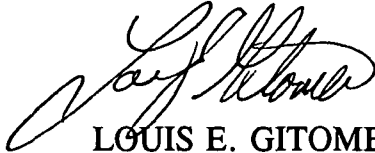
By 
David M. Edwards
Vice President

2112L

cc: Jefferson Bank & Trust Company
North American Car Corporation

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy with the original Notice of Termination of Lease of Railroad Equipment, dated September 1, 1992, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'Louis E. Gitomer', is written over the printed name.

LOUIS E. GITOMER
September 8, 1992